

JUL 14 2003*Domingo v. Ameriquest*, No. 02-15232**CATHY A. CATTERSON**

HILL, concurring separately:

U.S. COURT OF APPEALS

In *Circuit City Stores, Inc. v. Adams*, 194 F.3d 1070 (9th Cir.), *rev'd* 532 U.S. 105 (1999), this court held that employment contracts were beyond the reach of the Federal Arbitration Act. Upon reversal and remand by the Supreme Court, this court decided *Circuit City Stores, Inc. v. Adams*, 279 F.3d 889 (9th Cir.), *cert. denied*, 532 U.S. 1112 (2002). There the Ninth Circuit held that, as employment contracts are generally considered to be unconscionable contracts of adhesion, any arbitration clauses contained within them, judged to be unfair by a court, render them unenforceable.

This circuit has the familiar *stare decisis* rule that one panel cannot overrule a prior panel's holding. Sitting as a member of a panel of the Ninth Circuit, and, respecting *stare decisis*, I concur. *Contra Musnick v. King Motor Co.*, 325 F.3d 1255 (11th Cir. 2003)(Hill, J.).